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Of Attorneys for Debtor-in-Possession

UNITED STATES BANKRUPTCY COURT

DISTRICT OF OREGON

In re:

GUILDWORKS, LLC and
GUILDWORKS-WORKS, LLC

Debtors.

Bankruptcy Case Nos:

22-30388-thp11 (Lead Case)

22-30389-thp11

Jointly Administered Under

Case No. 22-30388-thp11

DEBTORS' AMENDED FIRST

MODIFIED JOINT PLAN OF

REORGANIZATION (August 8, 2024)

You are encouraged to carefully review the full text of this document, including all exhibits and attachments to this Plan. To assist you in your review, please note that a list of definitions and a section of frequently asked questions appear at the end of this document.

YOU MAY OBJECT TO CONFIRMATION OF THIS PLAN. IF YOU WISH TO OBJECT TO CONFIRMATION OF THIS PLAN, YOU MUST DO SO BY THE DEADLINE SET FORTH IN THE NOTICE OF HEARING.

Your rights may be affected by this Plan. You should consider discussing this document with an attorney.

Questions regarding this Plan may be directed to the attorneys for the Debtors, using the contact information provided above.

Guildworks, LLC, ("Guildworks") and Guildworks-Works, LLC ("GWW") (collectively the "Debtors" or "Plan Proponents") hereby submit this Amended First Modified Joint Plan of Reorganization dated August 8, 2024 (the "Plan").

Background for Cases Filed Under Subchapter V.

A. Description and History of the Debtor's Business

Guildworks is a full-service design, specification, fabrication, and installation company that specializes in fabric architecture, tension structures, and fabric-formed environments. GWW is the employer of Guildworks' employees. Guildworks obtains contracts, buys materials, designs installations, receives money, and pays GWW for the costs of employing GWW employees. GWW has no independent revenue, expenses, or operations other than those attributed to its employees and payments from Guildworks for the costs of those employees.

The Debtors started business in 2007, and Guildworks has become a dominant player nationwide in its niche industry. In 2019, two people tragically died while working on a Guildworks project. One was a GWW employee, and one was a subcontractor. They were removing rigging from an elevated platform when their boom lift overturned. The estates of both of the decedents have sued a number of parties, including the Debtors, collectively seeking over \$76,000,000 in damages. The Debtors' insurance companies have denied coverage, and the Debtors simply cannot afford to litigate the merits of those cases, as well as the coverage cases against their insurers. If the coverage cases were not successful, then the Debtors would have no ability to pay damages if they were found liable in the tort cases. Bankruptcy is the only feasible way of addressing the tort claims facing the Debtors in an equitable manner.

B. Liquidation Analysis

To confirm the Plan, the Court must find that all creditors and equity interest holders who do not accept the Plan will receive at least as much under the Plan as such claim and equity interest holders would receive in a Chapter 7 liquidation. A liquidation analysis for Guildworks is attached to the Plan as **Exhibit 1A**. A liquidation analysis for Guildworks-Works is attached to the Plan as **Exhibit 1B**.

C. Ability to make future plan payments and operate without further reorganization

The Debtors must also show that they will have enough cash over the life of the Plan to make the required Plan payments and operate the Debtors' business. The Plan Proponents have provided projected financial information as **Exhibit 2**.

The Debtors' financial projections show that the Debtors will have projected disposable income (as defined by § 1191(d) of the Bankruptcy Code) for the period described in § 1191(c)(2) of \$822,505.82

The final Plan payment is expected to be paid on July 2026, the 46th month after confirmation of the Original Plan. The Plan may continue, up to 60 months, in the event that the Debtors are not able to fully pay claims in the amounts specified in the Plan.

The Debtors' financial projections are based on the Debtors' current income and expenses, which were used to calculate the Debtors' current disposable income. The Debtors project that their business will continue to improve, and that they will be able to modestly increase their net income from operations as a result.

You should consult with your accountant or other financial advisor if you have any questions pertaining to these projections.

I. ARTICLE 1: SUMMARY

This Plan of Reorganization (the "Plan") under chapter 11 of the Bankruptcy Code (the "Code") proposes to pay creditors of the Debtors from operations of Guildworks for the three years following the Effective Date of the Plan.

This Plan provides for: 2 class of priority claims;
 3 classes of secured claims;
 3 classes of non-priority unsecured claims; and
 1 class of equity security holders.

Non-priority unsecured creditors holding allowed claims will receive distributions, which the Plan Proponent has valued at approximately \$.0618 cents on the dollar. The Plan also provides for the payment of administrative and priority claims.

All creditors and equity security holders should refer to Articles 3 through 6 of this Plan for information regarding the precise treatment of their claim.

II. ARTICLE 2: CLASSIFICATION OF CLAIMS AND INTERESTS

- 2.1 Class 1. The secured claim of Business Impact Northwest.
- 2.2 Class 2. The secured claim of Biz Fund LLC.
- 2.3 Class 3. The secured claim of the US Small Business Administration
- 2.4 Class 4. The priority and secured claims of IRS.
- 2.5 Class 5. The priority claims of the Oregon Department of Revenue.

2.6 Class 6. The unsecured claims of the Blackmore Estate, the Swet Estates, Pickathon LLC, and any third-party claims among any of the parties that are or could be asserted in Multnomah County Cases 21CV39018, 21CV02977 and 21CV39018. (the “Tort Claimants”)

2.7 Class 7. The unsecured claims of Ace Funding Sources, Fundbox and Union Funding (the “MCA Lenders”)

2.8 Class 8. All non-priority unsecured claims allowed under § 502 of the Code.

2.9 Class 9. The equity interests of Marc Rickets in Guildworks, and of Guildworks in GWW.

III. ARTICLE 3: TREATMENT OF ADMINISTRATIVE EXPENSE CLAIMS, PRIORITY TAX CLAIMS, AND QUARTERLY AND COURT FEES

3.1 Unclassified claims. Under section § 1123(a)(1), administrative expense claims, and priority tax claims are not in classes.

3.2 Administrative expense claims. Each holder of an administrative expense claim allowed under § 503 of the Code, will be paid in full on the Effective Date of this Plan in cash, or over not more than the life of the Plan at the election of the Debtors, or upon such other terms as may be agreed upon by the holder of the claim and the Debtors.

3.3 Priority tax claims. Each holder of a priority tax claim will be paid in full over a period not later than the life of the plan, beginning upon full payment of all administrative expense claims.

3.4 Statutory fees. All fees required to be paid under 28 U.S.C. § 1930 that are owed on or before the Effective Date of this Plan have been paid or will be paid on the Effective Date.

IV. ARTICLE 4: TREATMENT OF CLAIMS AND INTERESTS UNDER THE PLAN.

Claims and interests shall be treated as follows under this Plan:

Class	Treatment
Class 1. The secured claim of Business Impact Northwest.	Class 1 is impaired. It is the validly perfected, first position lien senior to all other liens, which liens shall be retained in the same priority and validity until the Class 1 claim is paid in full. Class 1 will be paid in full through regular monthly

	payments according to the contract terms, in the amount of \$3,112.95 per month inclusive of principle and 7% interest starting within 30 days of the Effective Date. As an over secured creditor, Business Impact Northwest retains the right to seek additional fees and costs incurred post-petition, to be added to its secured claim pursuant to 11 U.S.C. §506(b), which can either be agreed to between the secured creditor and the Debtor, or will be resolved by the court following notice and a hearing. For administrative purposes, the Class 1 claim may be serviced under a new loan number. Missed payments will be caught up over months 24 through 29 in amounts specified on Exhibit 2.
Class 2 – The secured claim of Biz Fund LLC.	Class 2 is impaired. The Class 2 claim will be paid in full through 36 substantially equal regular monthly payments starting within 30 days of the effective date with interest at 5%. Missed payments will be caught up over months 24 through 28 in amounts specified on Exhibit 2.
Class 3 – The secured claim of the US Small Business Administration	Class 3 is unimpaired. Class 3 will be paid in full through regular monthly payments according to the contract terms. Missed payments will be caught up over months 24 through 28 in amounts specified on Exhibit 2.
Class 4 – The priority and secured claims of the IRS.	Class 4 is impaired. The Class 4 claim will be paid in full over a period not later than the life of the plan, with interest as provided in §511. Payments will begin after all Administrative Expense Claims are paid in full and pro rata with Class 5, in the monthly amount of \$10,000, to month 33, then \$30,000 to month 40, then \$40,000 until paid in full, less payments made on account of Class 1 and Class 2, and 3.
Class 5 – The priority and secured claims of ODR.	Class 5 is impaired. The Class 5 claim will be paid in full over a period not later than the life of the plan, with interest as provided in §511. Payments will begin after all Administrative Expense Claims are paid in full and pro rata with Class 4, in the monthly amount of \$10,000, until month 33, then \$30,000 to month 40, then \$40,000 until paid in full, less payments made on account of Class 1 and Class 2, and 3. All administrative claims of the ODR and any arrearage in postpetition trust-fund payments will be paid as specified on Exhibit 2 under “ODR Cure Payments”
Class 6 – The unsecured claims of the Tort Claimants.	Class 6 is unimpaired. All claims asserted by the Tort Claimants against the Debtors have been settled and released for no consideration paid by the Debtors. All associated proofs of claim have been or will be withdrawn,

	and no money will be paid on account of the Class 6 claims.
Class 7 – The unsecured claims of the MCA Lenders.	Class 7 is impaired. Class 7 will be paid its pro-rata interest in the Unsecured Claims Pool with payments beginning no later than September 2025. This class will not be paid interest.
Class 8 – The general unsecured class.	Class 8 is impaired. Class 8 will be paid its pro-rata interest in the Unsecured Claims Pool, with payments beginning no later September 2025. This class will not be paid interest.
Class 9 – Equity	Class 9 is unimpaired. Equity Interest Holders shall retain their interests in the Debtors.

V. ARTICLE 5: ALLOWANCE AND DISALLOWANCE OF CLAIMS

5.1 Disputed Claim. A disputed claim is a claim that has not been allowed or disallowed by a final non-appealable order, and as to which either:

- (i) a proof of claim has been filed or deemed filed, and the Debtors or another party in interest has filed an objection; or
- (ii) no proof of claim has been filed, and the Debtors has scheduled such claim as disputed, contingent, or unliquidated.

5.2 Delay of distribution on a disputed claim. No distribution will be made on account of a disputed claim unless such claim is allowed by a final non-appealable order.

5.3 Settlement of disputed claims. The Debtor will have the power and authority to settle and compromise a disputed claim with court approval and compliance with Rule 9019 of the Federal Rules of Bankruptcy Procedure.

VI. ARTICLE 6: PROVISIONS FOR EXECUTORY CONTRACTS AND UNEXPIRED LEASES

On the Effective Date the Debtors will be conclusively deemed to have assumed all executory contracts as of the Effective Date that relate to construction and design services provided by the Debtors to their clients.

Except for executory contracts and unexpired leases that have been assumed or assigned pursuant to a previous court order before the Effective Date or under this Plan, or that are the subject of a pending motion to assume or assign, the Debtor will be conclusively deemed to have rejected all other executory contracts and unexpired leases as of the Effective Date.

A proof of a claim arising from the rejection of an executory contract or unexpired lease under this section must be filed no later than 30 days after the date of the order confirming this Plan.

VII. ARTICLE 7: MEANS FOR IMPLEMENTATION OF THE PLAN

7.1 General Plan Funding. Debtors intend to implement the Plan by continuing operation of its business during the three years following the Effective Date of the Plan and the receipt of its tax refunds. The net disposable income to be generated through Guildworks' continued business operation is shown in the attached **Exhibit 2**. Because GWW does not have income independent of GuildWorks, no separate net disposable income calculation is provided for GWW

7.2 Unsecured Claims Pool. Creditors with claims in Class 7 or 8 will all share pro-rata together in the Unsecured Claims Pool. The amount of the Unsecured Claims Pool is \$20,000.

7.3 Avoidance Actions. The Debtors do not anticipate conducting any avoidance actions arising under Chapter 5 of the Bankruptcy Code. The Debtors have evaluated all potential actions and have determined that such actions would not result in any meaningful payment to the Debtors, after considering available defenses, costs of litigation and likely outcomes. The Debtors retain all rights to pursue any actions arising under chapter 5 of the Code after the Effective Date.

7.4 Plan Payments. The Debtors shall act as their own disbursing agents of the amounts due under the Plan.

VIII. ARTICLE 8: GENERAL PROVISIONS

8.1 Definitions and rules of construction. The definitions and rules of construction set forth in §§ 101 and 102 of the Code shall apply when terms defined or construed in the Code are used in this Plan.

8.2 Effective Date. The Effective Date of this Plan is the first business day following the date that is 14 days after the entry of the confirmation order. If, however, a stay of the confirmation order is in effect on that date, the Effective Date will be the first business day after the date on which the stay expires or is otherwise terminated.

8.3 Severability. If any provision in this Plan is determined to be unenforceable, the determination will in no way limit or affect the enforceability and operative effect of any other provision of this Plan.

8.4 Binding Effect. The rights and obligations of any entity named or referred to in this Plan will be binding upon and will inure to the benefit of the successors or assigns of such entity.

8.5 Captions. The headings contained in this Plan are for convenience of reference only and do not affect the meaning or interpretation of this Plan.

8.6 Controlling Effect. Unless a rule of law or procedure is supplied by federal law (including the Code or the Federal Rules of Bankruptcy Procedure), the laws of the State of Oregon govern this Plan and any agreements, documents, and instruments executed in connection with this Plan, except as otherwise provided in this Plan.

8.7 Notices. Unless otherwise agreed to between a creditor and the Debtors or otherwise stated in the Plan, all notices required or permitted to be made in accordance with the Plan shall be in writing and shall be delivered personally or by regular or certified mail, return receipt requested. Notice to a holder of an allowed claim shall be directed to the address set forth within its Proof of Claim filed with the Court, or if none, to its address set forth in the schedules prepared and filed with the Court, as amended. Notices to the Debtor shall be directed the following:

Debtors: Guildworks, LLC
Guildworks-Works, LLC
13522 SE Pheasant Court
Portland, OR 97222

Debtors' Attorney: Troy G. Sexton
Elevate Law Group
Lake Oswego OR 97035
troy@elevatelawpdx.com

Notices shall be deemed given upon delivery, if personally delivered, and upon mailing, if mailed. Any person may change the address at which such person is to receive notices under the Plan by sending written notice, pursuant to the provisions of this section, to the Debtor and any other person to be charged with knowledge of such change.

8.8 Security Interests in Assets of Reorganized Debtor. Class 1, 2, and 3 claimants (the "Secured Creditors") will be authorized, but not required, to file appropriate continuances and modifications to relevant UCC filings in accordance with the terms of the applicable loans, as modified by this Plan.

IX. ARTICLE 9: DISCHARGE

If the Plan is confirmed under § 1191(a), on the Confirmation Date of this Plan, the Debtor will be discharged from any debt that arose before confirmation of this Plan, subject to the occurrence of the Effective Date, to the extent specified in § 1141(d) of the Bankruptcy Code; or

If the Plan is confirmed under § 1191(b), as soon as practicable after completion by the Debtor of all payments due under the Plan, unless the court approves a written waiver of discharge executed by the Debtor after the order for relief under this chapter, the court shall grant the Debtor a discharge of all debts provided in section 1141(d)(1)(A) of this title, and all other debts allowed under section 503 of this title and provided for in this Plan, except any debt— (1) on which the last payment is due after the first 3 years of the plan, or such other time not to exceed 5 years fixed by the court; or (2) if applicable, of the kind specified in section 523(a) of this title.

X. ARTICLE 10: DEFAULT.

Except as otherwise specifically provided in the Plan, in the event the Debtors default in the performance of any of their obligations under the Plan, then a claimant may pursue such remedies as are available at law or in equity. An event of default occurring with respect to one Claim shall not be an event of default with respect to any other Claim.

Nothing contained in the Plan shall limit the right of any party to reopen this case or to convert this case to a liquidation case under Chapter 7 of the Bankruptcy Code if cause for such relief exists.

Debtor shall be entitled to written notice of any claimed default under the Plan, and shall have 20 days opportunity to cure. If such claimed default is cured within the 20 day cure period, then such Creditor shall not be entitled to enforce any remedies which would otherwise be available on account of such default. If Debtor fails to cure within the 20 day cure period, then such Creditor may seek such remedies as are granted by law to enforce its rights arising under and pursuant to the Plan, including seeking an order to compel such performance. The default and cure provisions contained in the Plan shall supersede any provisions concerning default and cure contained in any other agreement between Debtors and any Creditor affected by the Plan. Notice of default shall be effective when mailed to both the Debtors and to the Debtors' attorney, postage prepaid, at the address provided on the docket of the bankruptcy case.

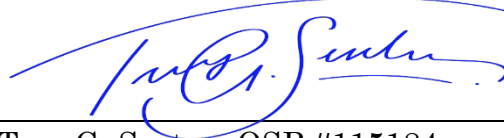
XI. ARTICLE 11: RETENTION OF JURISDICTION.

Notwithstanding the entry of the order confirming the Plan, the Court shall retain jurisdiction of this Chapter 11 case pursuant to and for the purposes set forth in 11 U.S.C. §1127(b) and (a) to classify the Claim of any Creditor, reexamine Claims which have been allowed for voting purposes and determine any objection that may be filed to Claims; (b) to

determine requests for payment of Claims entitled to priority under § 507(a)(2) of the Code, including compensation and reimbursement of expenses in favor of professionals employed at the expense of the estate; (c) to avoid transfers or obligations and to subordinate Claims under Chapter 5 of the Bankruptcy Code; (d) to approve the assumption, assignment or rejection of executory contracts and unexpired leases pursuant to 11 U.S.C. §§ 365 and 1123; (e) to resolve all controversies and disputes regarding the interpretation of the Plan; (f) to implement the provisions of the Plan and enter orders in aid of confirmation; (g) to adjudicate any and all adversary proceedings and contested matters pending or hereafter commenced in this Chapter 11 case; (h) to enter a final decree closing this Chapter 11 case; for such other matters as may be set forth in the Confirmation Order; (i) to determine the nature and extent of Debtor's ownership, or rights in property held by the Debtor as of the Petition Date, including but not limited to actions to quiet title; and (j) reopen the case for the limited purpose of granting Debtor a discharge under 11 U.S.C. §1141 upon completion of the Plan payments.

DATED August 8, 2024

ELEVATE LAW GROUP



Troy G. Sexton, OSB #115184
Of Attorneys for Debtors

EXHIBIT 1A- GUILDWORKS, LLC LIQUIDATION ANALYSIS.

Guildworks provides this liquidation analysis to allow Creditors to compare their proposed treatment under the Plan to their treatment in a hypothetical liquidation. This liquidation analysis is projected as of August 2, 2024.

Guildwork's principal assets consist of cash on hand, accounts receivable, inventory, machinery and equipment.

Although precise values are attributed to some of the Debtor's relevant assets, the valuation of the Debtor's various assets are inherently uncertain; may have changed since the Petition Date and may be affected by circumstances not contemplated by Guildworks. Therefore, although the Debtors consider the following data the best available evidence of the liquidation value of Guildworks' assets, the Debtors makes no warranty as to the accuracy of the valuations.

Asset	Value
Cash on Hand	\$ 31,133
AR	\$ 199,806
Deposits	\$ 12,500
Raw Materials	\$ 34,500
Work in Progress	\$ 43,650
Finished Materials	\$ 97,000
FF&E	\$ 110,500
Tax Refund- Employee Retention Credit	\$ 0
Avoidance Claims	\$ 0
Total	\$ 529,089

Based on these assumptions and liquidation values, the Debtors anticipates that the Allowed Claims against Guildworks would receive distributions from liquidation proceeds as set forth below:

Claims	Ch. 11 Plan	Ch. 7 (all costs)	Ch. 7 (claims only)
Admin Claims	\$70,000.00	\$70,000.00	\$70,000.00
Liquidation Costs	\$-	\$25,000.00	
1: BINW	\$130,742.00	\$130,742.00	\$130,742.00
2: Biz Fund	\$61,829.00	\$61,829.00	\$61,829.00
3: SBA*	\$60,160.00	\$266,518.00	\$266,518.00
4/5: IRS/ODR	\$570,922.00	\$-	\$-
6/7/8	\$20,000.00	\$-	\$-

Trustee Commission	\$-	\$21,122.67	\$-
Totals	\$913,653.00	\$575,211.67	\$529,089.00

* Class 3 is unimpaired and paid over the life of the contract.

As indicated above, the claims of classes 1 through 5 would be paid in full under the Plan, and unsecured creditors would share pro rata a \$20,000 recovery pool. Under a liquidation, only classes 1 through 3 would be paid in full, with the IRS and ODR receiving a reduced amount and the unsecured creditors receiving nothing.

For these reasons, the Debtors submit that confirmation of the Plan is in the best interests of its Creditors and satisfies the “best interests test” of section 1129(a)(7) of the Bankruptcy Code.

EXHIBIT 1B- GWW, LLC LIQUIDATION ANALYSIS.

GWW provides this liquidation analysis to allow Creditors to compare their proposed treatment under the Plan to their treatment in a hypothetical liquidation. This liquidation analysis is projected as of August 2, 2024.

GWW principal assets consist of cash on hand.

Although precise values are attributed to some of the Debtor's relevant assets, the valuation of the Debtor's various assets are inherently uncertain; may have changed since the Petition Date and may be affected by circumstances not contemplated by GWW. Therefore, although the Debtors consider the following data the best available evidence of the liquidation value of GWW's assets, the Debtors makes no warranty as to the accuracy of the valuations.

Asset	Value
Cash on Hand	\$ 19,931
Avoidance Claims	\$ -
Total	\$ 19,931

Based on these assume GWW would receive distributions from liquidation proceeds as set forth below:

Claims	Ch. 11 Plan	Ch. 7 (all costs)	Ch. 7 (claims only)
Admin Claims	\$70,000.00	\$ 19,931	\$ 19,931
Liquidation Costs	\$-	\$ 0	\$ 0
1: BINW*		\$ 0	\$ 0
2: Biz Fund	\$61,829.00	\$ 0	\$ 0
3: SBA*		\$ 0	\$ 0
4/5: IRS/ODR	\$570,922.00	\$ 0	\$ 0
6/7/8	\$20,000.00	\$ 0	\$ 0
Trustee Commission	\$-	\$ 0	\$ 0
Totals	\$722,751.00	\$ 19,931	\$ 19,931

* Classes 1 and 3 have not asserted claims secured claims against GWW.

As indicated above, the claims of classes 1 through 5 would be paid in full under the Plan, and unsecured creditors would share pro rata a \$20,000 recovery pool. Under a liquidation, the estate would be administratively insolvent, unable to pay administrative claims in full.

For these reasons, the Debtors submit that confirmation of the Plan is in the best interests of its Creditors and satisfies the “best interests test” of section 1129(a)(7) of the Bankruptcy Code.

Plan Month	1	2	3	4	5
	Oct 22	Nov 22	Dec 22	Jan 23	Feb 23
Beginning Cash	\$ 113,067.71	\$ 100,316.62	\$ 65,640.65	\$ 63,179.79	\$ 21,825.41
<u>Cash Inflows</u>					
Operating Revenue	\$ 280,000.00	\$ 250,000.00	\$ 240,000.00	\$ 299,950.74	\$ 322,559.29
Tax Refund					
Total Inflows:	<u>\$ 280,000.00</u>	<u>\$ 250,000.00</u>	<u>\$ 240,000.00</u>	<u>\$ 299,950.74</u>	<u>\$ 322,559.29</u>
<u>Operating Expenses</u>					
COGS	\$ 168,000.00	\$ 155,000.00	\$ 120,000.00	<u>\$ 224,616.40</u>	<u>\$ 152,162.72</u>
INSURANCE	\$ 8,178.53	\$ 13,178.53	\$ 8,178.53	\$ 13,874.80	\$ 30,596.72
GENERAL OPERATING EXPENSES	\$ 35,774.36	\$ 28,962.33	\$ 32,962.33	\$ 22,998.92	\$ 47,903.49
RENT	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
OVERHEAD WAGES	\$ 44,000.00	\$ 44,000.00	\$ 44,000.00	\$ 44,000.00	\$ 44,000.00
PAYROLL TAXES	\$ 12,320.00	\$ 12,320.00	\$ 12,320.00	\$ 12,320.00	\$ 12,320.00
Total Expenses	<u>\$ 283,272.89</u>	<u>\$ 268,460.86</u>	<u>\$ 232,460.86</u>	<u>\$ 332,810.12</u>	<u>\$ 301,982.93</u>
Operating Profit/Loss	\$ (3,272.89)	\$ (18,460.86)	\$ 7,539.14	\$ (32,859.38)	\$ 20,576.36
Subtotal: Cash After Expenses	\$ 109,794.82	\$ 81,855.75	\$ 73,179.79	\$ 30,320.41	\$ 42,401.77
<u>Plan Payments</u>					
Cash Available for Debt Service	\$ 109,794.82	\$ 81,855.75	\$ 73,179.79	\$ 30,320.41	\$ 42,401.77
Administrative Expenses	\$ -	\$ 6,920.00	\$ -	\$ 3,530.00	\$ 3,530.00
Class 1: Secured - BINW	\$ 3,113.00	\$ 3,113.00	\$ 3,113.00	\$ 3,113.00	\$ 3,113.00
Class 2: Secured - Biz Fund	\$ 1,853.00	\$ 1,853.00	\$ 1,853.00	\$ 1,852.00	\$ 1,852.00
Class 3: Secured- SBA	\$ -	\$ 1,504.00	\$ 1,504.00	\$ -	\$ -
Class 4/5: Secured/Priority IRS and ODR	\$ 4,512.20	\$ 2,825.10	\$ 3,530.00	\$ -	\$ -
ODR Cure Payments(Admin Claim then post-con arrearage)					
Class 7/8: Unsecured Claim Pool	\$ -	\$ -	\$ -	\$ -	\$ -
Total Payments	<u>\$ 9,478.20</u>	<u>\$ 16,215.10</u>	<u>\$ 10,000.00</u>	<u>\$ 8,495.00</u>	<u>\$ 8,495.00</u>
Ending Cash Balance After Plan Payments	\$ 100,316.62	\$ 65,640.65	\$ 63,179.79	\$ 21,825.41	\$ 33,906.77

6	7	8	9	10	11	12	13	14
Mar 23	April 23	May 23	June 23	Jul 23	Aug 23	Sep 23	Oct 23	Nov 23
\$ 33,906.77	\$ 135,150.26	\$ 114,426.11	\$ 22,749.17	\$ 77,714.77	\$ 38,613.46	\$ 30,182.79	\$ 73,399.58	\$ 29,571.25
\$ 434,606.28	\$ 351,625.90	\$ 158,606.88	\$ 273,160.11	\$ 87,282.54	\$ 98,026.24	\$ 223,835.21	\$ 92,603.72	\$ 92,515.27
\$ 434,606.28	\$ 351,625.90	\$ 158,606.88	\$ 273,160.11	\$ 87,282.54	\$ 98,026.24	\$ 223,835.21	\$ 92,603.72	\$ 92,515.27
\$ 197,860.85	\$ 217,651.55	\$ 116,166.65	\$ 106,319.50	\$ 29,821.06	\$ 30,365.16	\$ 48,856.05	\$ 59,094.60	\$ 8,956.21
\$ 3,845.72	\$ 8,437.08	\$ 1,597.24	\$ 1,597.24	\$ 1,597.24	\$ 1,597.24	\$ 33,671.55	\$ 2,929.93	\$ 6,845.49
\$ 49,281.22	\$ 67,347.42	\$ 53,674.93	\$ 27,901.77	\$ 21,085.55	\$ 614.51	\$ 19,245.82	\$ 3,087.52	\$ 6,651.21
\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00
\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 46,000.00	\$ 44,000.00	\$ 44,000.00
\$ 12,880.00	\$ 12,880.00	\$ 12,880.00	\$ 12,880.00	\$ 12,880.00	\$ 12,880.00	\$ 12,880.00	\$ 12,320.00	\$ 12,320.00
\$ 324,867.79	\$ 367,316.05	\$ 245,318.82	\$ 209,698.51	\$ 126,383.85	\$ 106,456.91	\$ 175,653.42	\$ 136,432.05	\$ 93,772.91
\$ 109,738.49	\$ (15,690.15)	\$ (86,711.94)	\$ 63,461.60	\$ (39,101.31)	\$ (8,430.67)	\$ 48,181.79	\$ (43,828.33)	\$ (1,257.64)
\$ 143,645.26	\$ 119,460.11	\$ 27,714.17	\$ 86,210.77	\$ 38,613.46	\$ 30,182.79	\$ 78,364.58	\$ 29,571.25	\$ 28,313.61
\$ 143,645.26	\$ 119,460.11	\$ 27,714.17	\$ 86,210.77	\$ 38,613.46	\$ 30,182.79	\$ 78,364.58	\$ 29,571.25	\$ 28,313.61
\$ 3,530.00	\$ 3,530.00	\$ -	\$ 3,530.00	\$ -	\$ -	\$ -	\$ -	\$ 0.00
\$ 3,113.00	\$ -	\$ 3,113.00	\$ 3,113.00	\$ -	\$ -	\$ 3,113.00	\$ -	\$ -
\$ 1,852.00	\$ -	\$ 1,852.00	\$ 1,853.00	\$ -	\$ -	\$ 1,852.00	\$ -	\$ -
\$ -	\$ 1,504.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 8,495.00	\$ 5,034.00	\$ 4,965.00	\$ 8,496.00	\$ -	\$ -	\$ 4,965.00	\$ -	\$ -
\$ 135,150.26	\$ 114,426.11	\$ 22,749.17	\$ 77,714.77	\$ 38,613.46	\$ 30,182.79	\$ 73,399.58	\$ 29,571.25	\$ 28,313.61

15	16	17	18	19	20	21	22
Dec 23	Jan 24	Feb 24	Mar 24	Apr 24	May 24	Jun 24	Jul 24
\$ 28,313.61	\$ 30,816.01	\$ 10,433.09	\$ 14,012.97	\$ 147,963.85	\$ 62,477.73	\$ 62,010.61	\$ 18,182.54
\$ 144,897.63	\$ 214,840.00	\$ 173,375.00	\$ 350,828.00	\$ 148,662.00	\$ 166,609.00	\$ 95,431.00	\$ 134,112.00
<u>\$ 144,897.63</u>	<u>\$ 214,840.00</u>	<u>\$ 173,375.00</u>	<u>\$ 350,828.00</u>	<u>\$ 148,662.00</u>	<u>\$ 166,609.00</u>	<u>\$ 95,431.00</u>	<u>\$ 134,112.00</u>
<u>\$ 34,479.43</u>	\$ 114,292.00	\$ 55,178.00	\$ 93,407.00	\$ 102,186.00	\$ 52,954.00	\$ 33,607.00	\$ 25,926.00
\$ 4,635.39	\$ 13,178.53	\$ 13,562.53	\$ 10,563.53	\$ 10,563.53	\$ 10,563.53	\$ 10,563.53	\$ 10,563.53
\$ 31,960.41	\$ 28,962.33	\$ 24,768.54	\$ 24,768.54	\$ 24,768.54	\$ 24,768.54	\$ 22,768.54	\$ 22,768.54
\$ 15,000.00	\$ 16,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00
\$ 44,000.00	\$ 44,000.00	\$ 44,000.00	\$ 47,000.00	\$ 47,000.00	\$ 44,000.00	\$ 44,000.00	\$ 44,000.00
\$ 12,320.00	\$ 12,320.00	\$ 12,320.00	\$ 13,160.00	\$ 13,160.00	\$ 12,320.00	\$ 12,320.00	\$ 12,320.00
<u>\$ 142,395.23</u>	<u>\$ 228,752.86</u>	<u>\$ 164,829.07</u>	<u>\$ 203,899.07</u>	<u>\$ 212,678.07</u>	<u>\$ 160,606.07</u>	<u>\$ 139,259.07</u>	<u>\$ 131,578.07</u>
\$ 2,502.40	\$ (13,912.86)	\$ 8,545.93	\$ 146,928.93	\$ (64,016.07)	\$ 6,002.93	\$ (43,828.07)	\$ 2,533.93
\$ 30,816.01	\$ 16,903.14	\$ 18,979.02	\$ 160,941.90	\$ 83,947.78	\$ 68,480.66	\$ 18,182.54	\$ 20,716.47
\$ 30,816.01	\$ 16,903.14	\$ 18,979.02	\$ 160,941.90	\$ 83,947.78	\$ 68,480.66	\$ 18,182.54	\$ 20,716.47
\$0.00	\$ -		\$ 3,500.00	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 3,112.95	\$ 3,112.95	\$ 3,112.95	\$ 3,112.95	\$ 3,112.95	\$ -	\$ 3,112.00
\$ -	\$ 1,853.10	\$ 1,853.10	\$ 1,853.10	\$ 1,853.10	\$ 1,853.10	\$ -	\$ 1,853.00
\$ -	\$ 1,504.00	\$ -	\$ 4,512.00	\$ 1,504.00	\$ 1,504.00	\$ -	\$ 1,504.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ 15,000.00	\$ -	\$ -	\$ 7,500.00
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>\$ -</u>	<u>\$ 6,470.05</u>	<u>\$ 4,966.05</u>	<u>\$ 12,978.05</u>	<u>\$ 21,470.05</u>	<u>\$ 6,470.05</u>	<u>\$ -</u>	<u>\$ 13,969.00</u>
\$ 30,816.01	\$ 10,433.09	\$ 14,012.97	\$ 147,963.85	\$ 62,477.73	\$ 62,010.61	\$ 18,182.54	\$ 6,747.47

23	24	25	26	27	28	29	30
Aug 24	Sep 24	Oct 24	Nov 24	Dec 24	Jan 25	Feb 25	Mar 25
\$ 6,747.47	\$ 21,786.40	\$ 26,070.48	\$ 33,354.56	\$ 19,076.47	\$ 19,780.60	\$ 20,838.58	\$ 93,467.41
\$ 235,000.00	\$ 276,000.00	\$ 840,000.00	\$ 394,507.50	\$ 435,000.00	\$ 340,000.00	\$ 530,000.00	\$ 570,000.00
<u>\$ 235,000.00</u>	<u>\$ 276,000.00</u>	<u>\$ 840,000.00</u>	<u>\$ 394,507.50</u>	<u>\$ 435,000.00</u>	<u>\$ 340,000.00</u>	<u>\$ 530,000.00</u>	<u>\$ 570,000.00</u>
\$ 87,000.00	\$ 115,000.00	\$ 676,000.00	\$ 248,539.73	\$ 274,050.00	\$ 170,000.00	\$ 312,700.00	\$ 359,100.00
\$ 10,563.53	\$ 10,563.53	\$ 10,563.53	\$ 10,563.53	\$ 10,563.53	\$ 10,065.89	\$ 10,065.89	\$ 10,065.89
\$ 24,768.54	\$ 24,768.54	\$ 24,768.54	\$ 24,768.54	\$ 24,768.54	\$ 32,962.33	\$ 32,962.33	\$ 32,962.33
\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 16,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00
\$ 47,000.00	\$ 53,000.00	\$ 53,000.00	\$ 53,000.00	\$ 53,000.00	\$ 53,000.00	\$ 53,000.00	\$ 53,000.00
\$ 13,160.00	\$ 14,840.00	\$ 14,840.00	\$ 14,840.00	\$ 14,840.00	\$ 14,840.00	\$ 14,840.00	\$ 14,840.00
<u>\$ 198,492.07</u>	<u>\$ 234,172.07</u>	<u>\$ 795,172.07</u>	<u>\$ 367,711.80</u>	<u>\$ 393,222.07</u>	<u>\$ 297,868.22</u>	<u>\$ 440,568.22</u>	<u>\$ 486,968.22</u>
\$ 36,507.93	\$ 41,827.93	\$ 44,827.93	\$ 26,795.71	\$ 41,777.93	\$ 42,131.78	\$ 89,431.78	\$ 83,031.78
\$ 43,255.40	\$ 63,614.33	\$ 70,898.41	\$ 60,150.27	\$ 60,854.40	\$ 61,912.38	\$ 110,270.36	\$ 176,499.20
\$ 43,255.40	\$ 63,614.33	\$ 70,898.41	\$ 60,150.27	\$ 60,854.40	\$ 61,912.38	\$ 110,270.36	\$ 176,499.20
\$ -	\$ 4,302.95	\$ 4,302.95	\$ 4,302.95	\$ 4,302.95	\$ 4,302.95	\$ 4,302.95	\$ 4,302.95
\$ 3,112.00	\$ 6,225.90	\$ 6,225.90	\$ 6,225.90	\$ 6,225.90	\$ 6,225.90	\$ 6,225.90	\$ 3,112.95
\$ 1,853.00	\$ 3,706.20	\$ 3,706.20	\$ 3,706.20	\$ 3,706.20	\$ 3,706.20	\$ 1,853.10	\$ 1,853.10
\$ 1,504.00	\$ 3,308.80	\$ 3,308.80	\$ 3,308.80	\$ 3,308.80	\$ 3,308.80	\$ 1,504.00	\$ 1,504.00
\$ -	\$ -	\$ -	\$ 3,529.95	\$ 3,529.95	\$ 3,529.95	\$ 417.00	\$ 3,529.95
\$ 15,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 2,500.00	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<u>\$ 21,469.00</u>	<u>\$ 37,543.85</u>	<u>\$ 37,543.85</u>	<u>\$ 41,073.80</u>	<u>\$ 41,073.80</u>	<u>\$ 41,073.80</u>	<u>\$ 16,802.95</u>	<u>\$ 14,302.95</u>
\$ 21,786.40	\$ 26,070.48	\$ 33,354.56	\$ 19,076.47	\$ 19,780.60	\$ 20,838.58	\$ 93,467.41	\$ 162,196.25

31	32	33	34	35	36	37	38	39
Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25
\$ 93,467.41	\$ 73,396.24	\$ 51,545.08	\$ 9,693.91	\$ 31,945.69	\$ 17,197.47	\$ (550.75)	\$ 6,701.04	\$ 43,952.82
\$ 370,000.00	\$ 320,000.00	\$ 280,000.00	\$ 350,000.00	\$ 230,000.00	\$ 310,000.00	\$ 320,000.00	\$ 380,000.00	\$ 280,000.00
\$ 370,000.00	\$ 320,000.00	\$ 280,000.00	\$ 350,000.00	\$ 230,000.00	\$ 310,000.00	\$ 320,000.00	\$ 380,000.00	\$ 280,000.00
\$ 247,900.00	\$ 204,800.00	\$ 184,800.00	\$ 175,000.00	\$ 92,000.00	\$ 155,000.00	\$ 160,000.00	\$ 190,000.00	\$ 140,000.00
\$ 10,065.89	\$ 10,065.89	\$ 10,065.89	\$ 10,065.89	\$ 10,065.89	\$ 10,065.89	\$ 10,065.89	\$ 10,065.89	\$ 10,065.89
\$ 32,962.33	\$ 32,962.33	\$ 32,962.33	\$ 32,962.33	\$ 32,962.33	\$ 32,962.33	\$ 32,962.33	\$ 32,962.33	\$ 32,962.33
\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00
\$ 53,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00
\$ 14,840.00	\$ 13,720.00	\$ 13,720.00	\$ 13,720.00	\$ 13,720.00	\$ 13,720.00	\$ 13,720.00	\$ 13,720.00	\$ 13,720.00
\$ 375,768.22	\$ 327,548.22	\$ 307,548.22	\$ 297,748.22	\$ 214,748.22	\$ 277,748.22	\$ 282,748.22	\$ 312,748.22	\$ 262,748.22
\$ (5,768.22)	\$ (7,548.22)	\$ (27,548.22)	\$ 52,251.78	\$ 15,251.78	\$ 32,251.78	\$ 37,251.78	\$ 67,251.78	\$ 17,251.78
\$ 87,699.19	\$ 65,848.03	\$ 23,996.86	\$ 61,945.69	\$ 47,197.47	\$ 49,449.25	\$ 36,701.04	\$ 73,952.82	\$ 61,204.60
\$ 87,699.19	\$ 65,848.03	\$ 23,996.86	\$ 61,945.69	\$ 47,197.47	\$ 49,449.25	\$ 36,701.04	\$ 73,952.82	\$ 61,204.60
\$ 4,302.95	\$ 4,302.95	\$ 4,302.95	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 3,112.95	\$ 3,112.95	\$ 3,112.95	\$ 3,112.95	\$ 3,112.95	\$ 3,112.95	\$ 3,112.95	\$ 3,112.95	\$ 3,112.95
\$ 1,853.10	\$ 1,853.10	\$ 1,853.10	\$ 1,853.10	\$ 2,536.70	\$ -	\$ -	\$ -	\$ -
\$ 1,504.00	\$ 1,504.00	\$ 1,504.00	\$ 1,504.00	\$ 1,504.00	\$ 1,504.00	\$ 1,504.00	\$ 1,504.00	\$ 1,504.00
\$ 3,529.95	\$ 3,529.95	\$ 3,529.95	\$ 23,529.95	\$ 22,846.35	\$ 25,383.05	\$ 25,383.05	\$ 25,383.05	\$ 25,383.05
\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,000.00	\$ -	\$ -	\$ -
\$ 14,302.95	\$ 14,302.95	\$ 14,302.95	\$ 30,000.00	\$ 30,000.00	\$ 50,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
\$ 73,396.24	\$ 51,545.08	\$ 9,693.91	\$ 31,945.69	\$ 17,197.47	\$ (550.75)	\$ 6,701.04	\$ 43,952.82	\$ 31,204.60

40	41	42	43	44	45	46	Totals
Jan 26	Feb 26	Mar 26	Apr 26	May 26	Jun 26	Jul 26	
\$ 31,204.60	\$ 18,456.38	\$ 27,308.16	\$ 19,959.95	\$ 8,911.73	\$ 42,963.51	\$ 51,715.29	
\$ 280,000.00	\$ 390,000.00	\$ 420,000.00	\$ 410,000.00	\$ 410,000.00	\$ 350,000.00	\$ 450,000.00	
<u>\$ 280,000.00</u>	<u>\$ 390,000.00</u>	<u>\$ 420,000.00</u>	<u>\$ 410,000.00</u>	<u>\$ 410,000.00</u>	<u>\$ 350,000.00</u>	<u>\$ 450,000.00</u>	
\$ 140,000.00	\$ 218,400.00	\$ 264,600.00	\$ 258,300.00	\$ 213,200.00	\$ 178,500.00	\$ 297,000.00	
\$ 10,065.89	\$ 10,065.89	\$ 10,065.89	\$ 10,065.89	\$ 10,065.89	\$ 10,065.89	\$ 10,065.89	
\$ 32,962.33	\$ 32,962.33	\$ 32,962.33	\$ 32,962.33	\$ 32,962.33	\$ 32,962.33	\$ 32,962.33	
\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	\$ 17,000.00	
\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	\$ 49,000.00	
\$ 13,720.00	\$ 13,720.00	\$ 13,720.00	\$ 13,720.00	\$ 13,720.00	\$ 13,720.00	\$ 13,720.00	
<u>\$ 262,748.22</u>	<u>\$ 341,148.22</u>	<u>\$ 387,348.22</u>	<u>\$ 381,048.22</u>	<u>\$ 335,948.22</u>	<u>\$ 301,248.22</u>	<u>\$ 419,748.22</u>	
\$ 17,251.78	\$ 48,851.78	\$ 32,651.78	\$ 28,951.78	\$ 74,051.78	\$ 48,751.78	\$ 30,251.78	\$ 912,382.60
\$ 48,456.38	\$ 67,308.16	\$ 59,959.95	\$ 48,911.73	\$ 82,963.51	\$ 91,715.29	\$ 81,967.07	
\$ 48,456.38	\$ 67,308.16	\$ 59,959.95	\$ 48,911.73	\$ 82,963.51	\$ 91,715.29	\$ 81,967.07	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 3,112.95	\$ 3,112.95	\$ 3,112.95	\$ 3,112.95		\$ -	\$ -	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
\$ 1,504.00	\$ 1,504.00	\$ 1,504.00	\$ 1,504.00	\$ 1,504.00	\$ 1,504.00	\$ 1,504.00	
\$ 25,383.05	\$ 35,383.05	\$ 35,383.05	\$ 35,383.05	\$ 38,496.00	\$ 38,496.00	\$ 38,496.00	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<u>\$ 30,000.00</u>	<u>\$ 40,000.00</u>	<u>\$ 40,000.00</u>	<u>\$ 40,000.00</u>	<u>\$ 40,000.00</u>	<u>\$ 40,000.00</u>	<u>\$ 40,000.00</u>	\$ 914,754.40
\$ 18,456.38	\$ 27,308.16	\$ 19,959.95	\$ 8,911.73	\$ 42,963.51	\$ 51,715.29	\$ 41,967.07	